

IN THE DISTRICT COURT IN AND FOR MUSKOGEE COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE
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PAULA SEXTON
COURT CLERK

JAMES DUM AND MARY DUM,

Plaintiffs,

vs.

STATE FARM MUTUAL AUTOMOBILE COMPANY,
a foreign corporation,

Defendant.

Case Number

Judge Thygesen

6-2012-203

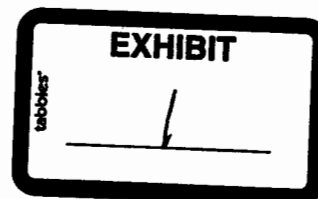
PETITION

I. Parties, Jurisdiction and Venue

Plaintiffs, JAMES and MARY DUM, are residents of Muskogee County, Oklahoma, where the automobile accident and wrongful death of their son, John Dum, occurred. The Defendant is a foreign corporation, doing business in Muskogee County, Oklahoma, where the applicable insurance policies were issued. This Court, therefore, has jurisdiction over the subject matter and parties. Venue is also appropriate.

II. Factual Allegations

On December 3, 2011, Plaintiffs' son, John Dum, suffered a wrongful death as a result of the negligence of an underinsured motorist. At the time of the accident and for many years prior to that time, Plaintiffs were insured by Defendant, State Farm Mutual Automobile Insurance Company. The coverage that was provided through the applicable insurance policies included, but was not limited to, underinsured motorist coverage. Therefore, Plaintiffs immediately made a claim for benefits. Unfortunately, although more than five months have expired since the



accident at issue and the claim was made, the Defendant has paid no benefits to the Plaintiffs.

III. Breach of Contracts

The Plaintiffs were insured by the Defendant and made an appropriate claim for benefits, pursuant to the applicable insurance policies, as a result of the death of their son. However, the Defendant has paid no benefits to the Plaintiffs and is in breach of the contracts.

WHEREFORE, Plaintiffs seek actual damages as a result of Defendant's breach of the insurance contracts in the amount of \$150,000, as a result of the Defendant's failure to obtain a Waiver of UM coverage in the same amount of Plaintiffs' liability coverage, and further result of the stacking provisions provided by Oklahoma Law.

IV. Bad Faith

The Defendant violated its duties of good faith and fair dealing by unreasonably and in bad faith, refusing to pay Plaintiffs the proper amount for their valid claim. State Farm Mutual Automobile Insurance Company did not perform a proper investigation, did not evaluate the results of whatever investigation it did perform properly, had no reasonable basis for its refusal to pay Plaintiffs' claim, and offered an unreasonably low amount to satisfy the claim. Plaintiffs further suffered through Defendant's unconscionable delay and failure to properly communicate with the Plaintiffs or advise them of the applicable coverages, through an apparently untrained, incompetent and neglectful adjuster.

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CLAIMS MGRS

NO. 480

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WHEREFORE, Plaintiffs seek actual damages, including but not limited to financial losses, embarrassment, mental pain and suffering and attorney fees.

V. Punitive Damages

Defendant has recklessly disregarded its duties to deal fairly and act in good faith with its insureds, and has intentionally and with malice breached its duty to deal fairly and in good faith with them. The Defendant's reckless disregard of its duties occurred while it was aware, or did not care, that there was a substantial risk that its conduct would cause serious damages to the Plaintiffs. Finally, Defendant's conduct was unreasonable under the circumstances, considering the high probability that its conduct would cause serious damages to the Plaintiffs.

WHEREFORE, Plaintiffs seek punitive and exemplary damages.

VI. Request For Relief

Plaintiffs seek actual damages in excess of \$75,000, and exemplary and punitive damages in the amount of the greater of \$500,000, or twice the amount of the actual damages awarded, or the increased financial benefit derived by the Defendant, as a result of its conduct causing damages to the Plaintiffs and other

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persons or entities. FURTHERMORE, Plaintiffs seek prejudgment interest, attorney fees, court costs and any further relief that the Court deems just.

Respectfully submitted,

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